

UNITED STATES DISTRICT COURT FOR THE  
DISTRICT OF MASSACHUSETTS

FILED  
IN CLERKS OFFICE

THERESA ROMANO, L.R. BLAKE TRUST, and  
CONCETTA ROMANO,

Plaintiffs

v.

ARBELLA MUTUAL INSURANCE CO.,

Defendant

2005 JAN 19 P 2:46

U.S. DISTRICT COURT  
DISTRICT OF MASS.  
Civil Action No.  
03-12626MLW

**DEFENDANT'S RENEWED MOTION FOR SUMMARY JUDGMENT**

Pursuant to F.R.C.P. 56(b), the Defendant Arbella Mutual Insurance Co. ("Arbella") hereby renews its motion for summary judgment. Arbella rests this motion on two grounds, which are more fully set forth in the supporting memorandum: 1) that as a matter of law the Plaintiffs cannot establish a violation of Massachusetts General Laws c. 93A or c. 176D; and 2) that the Plaintiffs had documents that they should have produced prior to the disclaimer and their failure to produce those documents breached the policy, which under Rymsha v. Trust Insurance Co., 51 Mass.App.Ct. 414, 417-19, 746 N.E.2d 561 (2001) cannot be cured by court-enforced compliance.

WHEREFORE, Defendant requests the Court dismiss all counts of the Complaint.

Respectfully submitted,  
ARBELLA MUTUAL INSURANCE COMPANY,  
By its attorneys,

**CERTIFICATE OF SERVICE**

I hereby certify that on January 19, 2005, a true copy of the above document was mailed by first class mail to the attorney of record for each party by first class mail. U.S. MAIL  
Date: 1/19/05

S. A. KENNEY

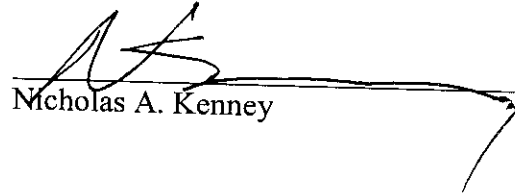
Dated: January 19, 2005

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**Rule 7.1 Certification**

Pursuant to F.R.C.P. Local Rule 7.1(a)(2) I, Nicholas Kenney, hereby certify that Arbella's counsel has conferred and attempted in good faith to resolve or narrow the issue raised in the foregoing motion.

1/19/05  
Date

  
Nicholas A. Kenney